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12-14-1986

New York retail food industry and United Food and Commercial Workers, AFL-CIO, Local 174 (1986)

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New York retail food industry and United Food and Commercial Workers, AFL-CIO, Local 174 (1986)

Location

New York, NY

Effective Date

12-14-1986

Expiration Date

12-17-1988

Employer

No employer specified

Union

United Food and Commercial Workers

Union Local

174

NAICS

44

Sector

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Name of Employer _____

Address _____

CONTRACT

CHAIN COLLECTIVE AGREEMENT

1986-1988



**U.F.C.W.
LOCAL 174**

**OF GREATER NEW YORK AND NEW JERSEY
AFL-CIO**

120 East 16th Street, New York, N.Y. 10003
(212) 533-8800



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THIS AGREEMENT made and entered into as of the 14th day of December, 1986, by and between LOCAL 174, chartered by the United Food and Commercial Workers International Union, affiliated with the AFL-CIO, having its principal office at 120 east 16th Street, New York, New York (hereinafter referred to as the "UNION" or "LOCAL 174"), and

(NAME OF EMPLOYER)

(ADDRESS)

(BOROUGH, CITY)

(hereinafter referred to as the "Employer").

W I T N E S S E T H :

WHEREAS, this collective bargaining agreement has been negotiated by and between representatives of the Union and representatives of the employers with retail stores in counties of New York and the Bronx, (hereinafter collectively called "Employers" and individually referred to as "Employer"), and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations of the workers and the retail food industry in the Counties of New York and the Bronx and to establish a basic understanding with reference to rates of pay, hours of work, and other conditions of employment, and to provide methods for an equitable and peaceful adjustment of all disputes which may arise between the parties hereto.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1

Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for its employees who in the counties of New York and Bronx in the City and State of New York, are engaged in the cutting, wrapping and selling of all fresh and smoked meats, poultry, fish and such products customarily handled in the Meat Department and at retail in the Employer's retail stores or supermarkets, and such additional classifications previously recognized by the Employer as set forth herein in Schedule A, with reference to rates of pay, hours of work, and any and all terms and conditions of Employment.

ARTICLE 2

Union Shop

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on or after the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

The Employer, upon the written request of the Union, shall discharge any employee who shall fail to tender the periodic dues and initiation fees required as a condition of acquiring or retaining membership.

The Employer agrees to deduct from the wages of each employee, members of the Union, each month, Union membership dues (which shall be deemed to include periodic dues, initiation fees and assessments), in such amounts as shall be fixed pursuant to the Constitution and By-Laws of the Union during the full term of this Agreement and any extension or renewal thereof.

The total amount so deducted each month shall be remitted to the Union or its designee on or before the tenth (10th) day of each month.

All deductions shall be made hereunder as permitted by law.

Sums so deducted by the Employer shall be held in trust by such Employer for the benefit of the Union or its designee.

In the event of any change in the law during the term of this Agreement that will increase the Union security as provided herein, the Employer agrees that such law shall be applied to the parties hereto as if herein set forth.

(b) The Employer agrees that it will not interfere with, coerce or restrain employees because of membership or lawful activity in the Union, nor will it, by discrimination, in respect to hire, tenure or employment or any term or condition of employment, attempt to discourage membership in the Union. It is further agreed by the Employer that it will not discriminate against any employee or against any prospective employee because of age, race, sex, color, creed or national origin.

ARTICLE 3

Employment and Discharge of Employees

(a) When the Employer needs additional employees, he shall immediately notify the Union and the Union may recommend the employees desired that may be suitable to the Employer. In the event the Union is unable to or fails to recommend employees suitable to the Employer, the Employer shall have the right to seek employees elsewhere.

(b) Selection of employees for referral to jobs shall be in all events on a non-discriminatory basis, and shall not be based on, or in any way affected, by Union membership, by-laws, rules, regulations, constitutional provisions of the Union or its International Union or any other aspect or obligation of Union membership, policies or requirements.

(c) Nothing herein contained shall prevent any party hereto from recommending an applicant based on experience in the industry, qualifications, skills or Employer preference.

(d) The parties agree that the Employer may reject any job applicant referred by the Union.

(e) Subject to subsection (f) of this Article 3, newly hired full-time employees shall be required to work a probationary period of thirty (30) days, except that part-time and newly hired full-time employees who are new to the Industry shall be required to work a probationary period of sixty (60) days. If an employee is retained beyond the probationary period, his seniority shall begin as of the date of first hiring. During the probationary period, the Employer may discharge a probationary employee at any time, and his right to do so shall not be questioned by the Union, except if he is discharged for Union membership or Union activity.

(f) Part-time and full-time employees not new to the Industry hired by the Employer solely to work in new stores, and who were not transferred from other stores of the Employer, shall be deemed on probation for a period of not more than sixty (60) days.

(g) The Employer may make temporary transfers, except that any temporary transfer shall be agreed to by the employee and the Employer, however, the employee shall not unreasonably withhold such agreement.

(h) In the event of drunkenness on the job, dishonesty or criminal conduct, the Employer shall have the right to dismiss the employee involved, provided the Employer shall forthwith notify the appropriate Business Agent, President or Secretary/Treasurer of the Union, of the action that the Employer has taken.

(i) In the event the Employer intends to sell his store during the term of this Agreement, or his store is closed during the term of this Agreement, the employer shall, prior to such sale or closing, send a registered or certified letter to the Union, attention of the President or Secretary/Treasurer of the Union, notifying the Union of such sale or closing. The notice shall include the date when the store shall be sold or closed. Should the Employer close or sell his store without such two (2) weeks' prior notice, he shall be liable for two (2) weeks' pay to the employees. Article 21 shall not apply to any selling or closing of stores by the Employer.

ARTICLE 4

Wages

Meat Department Heads, Full-Time Journeyman Butchers and Apprentices

General Wage Increase

1. The Employer shall pay all Meat Department Heads, Full-Time Journeyman Butchers, and Apprentices, the following weekly wage increases on the following appropriate dates:

Classification	Effective 11/30/86	Effective 11/29/87
Meat Department Heads	\$30.00	\$20.00
Journeyman Butchers	\$25.00	\$20.00
Apprentices	\$25.00	\$20.00

Delicatessen Department Heads, Fish Department Heads, Full-Time Deli and Fish Clerks and Full-Time Meat Wrappers

2. The Employer shall pay to all Delicatessen Department Heads, Fish Department Heads, full-time Deli and Fish Clerks and full-time Meat Wrappers the following weekly wage increases on the following appropriate dates:

Classification	Effective 11/30/86	Effective 11/29/87
Delicatessen Department Heads, Fish Department Heads, Full- Time Meat Wrappers, Deli Clerks, Fish Clerks, Fish Department Heads	\$20.00	\$20.00

Part-Time Meat Wrappers, Deli Clerks and Fish Clerks

3. All regular part-time Meat Wrappers, Deli Clerks and Fish Clerks shall receive the following hourly wage increases:

Effective as of	Hourly Increase
November 30, 1986	30¢
November 29, 1987	20¢

Scale of Wages — Schedule A

4. The wage rates payable by the Employer to the employees covered by this Agreement shall be in accordance with the scale of wages that are set forth in Schedule A that is attached hereto and made part hereof as if herein set forth in full.

5. In addition to the wage progressions of pay for full-time meat wrappers, deli, fish clerks and apprentices set forth in Schedule A, there shall be added to the said wage progressions, at the appropriate time, the general increases as provided for herein.

ARTICLE 5

Hours, Days of Labor

(a) The basic work week for all full-time employees shall be forty (40) hours per week, consisting of eight (8) hours per day, five (5) days per week. Unless otherwise agreed to in writing between the parties hereto, the starting hours of full-time employees shall be:

- (1) 7:00 a.m. - 9:00 a.m.; or
- (2) 12:00 Noon - 2:00 p.m. (Later Shift)

Assignments for the Later Shift shall be made in the following order:

- (I) new hirees with the Employer;
- (II) volunteers;
- (III) present night crew member, if any;
- (IV) employees seeking to avoid lay off;
- (V) employees in inverse order of seniority by classification within the store.

Premium pay for the Later Shift shall be Two Dollars (\$2.00) per day, or such premium now being paid, if any, whichever is greater. In the event the Employer reduces an employee who may be receiving a premium higher than

Two Dollars (\$2.00) per day to a classification or shift not requiring a premium, and later moves the employee to a shift requiring a premium, then the employee shall receive his old premium rate if it is in excess of Two Dollars (\$2.00) per day. Hours of work during each day shall, with the exception of luncheon or supper hours, be continuous. The basic work week shall be scheduled Monday through Saturday.

Notwithstanding any provision herein to the contrary, those persons who were Meat Department Heads on November 30, 1977 shall be guaranteed by the Employer, two and one-half (2½) hours overtime each and every week to be worked on any night, unless the Employer and the employee agree that such overtime pay be worked at any other time during the day, other than night time. Compensation for such overtime shall be paid as provided in the provisions dealing with overtime pay. Effective December 1, 1977, newly appointed Meat Department Heads shall not be guaranteed the aforementioned two and one-half (2½) hours overtime. Effective November 1, 1988, the foregoing paragraph shall be null and void.

An employee injured while working on the job and therefore unable to finish the day's work, shall be paid for a full day on the appropriate payroll day. At the request of the Employer, the injured employee shall provide, from a duly licensed physician who examined the injury, a certificate that the injured employee was not able to continue work for such day because of said injury.

(b) Each employee working eight (8) hours per day shall be entitled to a luncheon period of sixty (60) minutes, and if he works beyond the normal supper hour, to a supper period, which period shall not be computed in such hours worked by the employee.

(c) *Rest Period*—Each employee shall receive a rest period of fifteen (15) minutes without loss of pay for each four (4) hour work period. The time of rest period(s) shall be counted as time worked.

(d) *Overtime Pay.*

(1) All hours worked by a full-time employee in excess of eight (8) hours per day, forty (40) hours in a regular work week, thirty-two (32) hours in a holiday work week, on the fifth (5th) day in a holiday work week, and the sixth (6th) day in a regular work week, shall be paid at the rate of the time and one-half of such employee's regular hourly rate. Overtime shall be divided as equally as possible among employees performing similar work.

(2) Pay for work on Sunday shall be the following rates for full-time employees who get top rate in his/her classification and who have regularly worked in the Industry on or before December 4, 1983:

Classification	Rate
Meat Managers	\$30.20 per hour
Journeyman Butchers	\$27.25 per hour
Meat Wrappers, Deli Clerks, Deli Department Heads and Fish Department Heads	\$22.00 per hour

It is the intent of the parties that such employees shall receive the same Sunday pay that they received on November 28, 1986.

Notwithstanding any provision herein to the contrary, if as of November 28, 1986 any employee who worked on a Sunday received more or less than the Sunday rate set forth above, such employee shall receive the Sunday premium he/she received as of November 28, 1986.

Pay for work on Sunday for all part-time employees and for full-time employees who have not regularly worked in the Industry on or before December 4, 1983, shall be paid the rate of time and one-half.

(3) Overtime shall be paid on a daily or weekly basis, whichever is the greater, but shall not be pyramided.

(e) *Hours for Part-Time Employees*—Part-time Deli and Fish Clerks and Part-Time Meat Wrappers shall not be scheduled for more than twenty-nine (29) hours in a basic work week of five (5) days, except during a week in which one of the designated holidays occurs, during the vacation period and in an emergency. There shall be no part-time butchers, except for extra butchers, who shall work on a daily basis of at least eight (8) hours. An extra butcher is one who is hired by the Employer on a daily basis.

The Employer shall guarantee to any part-time employee who has been in the Employer's employ for at least three (3) years as of December 1, 1986, fourteen (14) hours work with the understanding that such part-time employee will work the schedule requested by the Employer.

ARTICLE 6

Call in Pay and Job Security

(a) Except for Sunday and holiday work, if, through no fault of his own, an employee does not work his schedule of hours, not to exceed eight (8) hours,

after he/she has reported for, or commenced to work, he shall receive from the Employer pay for his schedule of hours, not to exceed eight (8) hours.

(b) *Sunday Work and Holiday Work*— If, through no fault of his own, an employee does not work at least four (4) hours on Sunday or on a holiday after he has reported for, or commenced to work, he/she shall receive from the Employer pay for four (4) hours as if he worked the full four (4) hours, not to exceed four (4) hours.

(c) With reference to any Employer who has in its employ at least eight (8) employees, that Employer agrees that the total number of full-time employees on the Employer's payroll at the expiration of this Agreement, including those on leave in the Military Service, shall not be less than the number of Union member/employees on the on the Employer's payroll as of November 30, 1986, plus the regular compliment of Union member/employees employed by the Employer during the sixty (60) day period following the opening of a new store by the Employer, less the number of employees laid off pursuant to Article 3(i), and any employee laid off pursuant to Article 21 of this Collective Bargaining Agreement.

ARTICLE 7

Holidays

(a) The following shall be observed as holidays, except for probationary employees:

LABOR DAY
NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY (Fourth of July)
THANKSGIVING DAY
CHRISTMAS DAY
WASHINGTON'S BIRTHDAY
ELECTION DAY (Presidential Election Year)
MARTIN LUTHER KING'S BIRTHDAY (January 15th),

or days regularly observed in lieu thereof, and PERSONAL HOLIDAYS, as hereinafter set forth in Section "b".

If any of such named holidays falls on Sunday, the following Monday shall be the celebrated holiday.

When Christmas Eve falls on a working day, fifty percent (50%) of the regular full-time employees shall be excused from work one hour prior to the

end of the shift on Christmas Eve and the other fifty percent (50%) shall be excused from work one hour prior to the end of the shift on New Year's Eve, all without loss of pay.

To be eligible for named holiday pay, an employee shall have worked the day before and after the holiday, unless excused for good cause, which excuse shall not be unreasonably withheld.

Personal days shall be deemed to be personal holidays. In every successive twelve (12) month period commencing with January 1st, a full-time employee who has been employed for at least three (3) months, shall have earned and been entitled to six (6) personal holidays as follows:

- (1) One personal holiday to be taken at any time during the year.
- (2) One personal holiday (birthday)—an employee who has been employed by the Employer as set forth in the present agreement for at least six (6) months.
- (3) Four (4) personal holidays as follows:

From January 1 through March 31	- 1 Personal Holiday
From April 1 through June 30	- 1 Personal Holiday
From July 1 through September 30	- 1 Personal Holiday
From October 1 through December 31*	- 1 Personal Holiday

*For the last calendar year of this Agreement this period shall be from October 1st to December 17th.

If there is a holiday within a particular week, a personal holiday shall not be taken during that week, unless the Employer and the employee agree otherwise. The employee agrees to provide the Employer with two (2) weeks prior notice of the personal holiday that the employee desires. If more than one employee requests the same day off, the senior employee shall have the first choice of a particular day. The personal holiday may be added to the employee's vacation period if the Employer and the employee so agree. All personal holidays to be taken by the employee shall be subject to the employee's request and the Employer's refusal if such requested day off, in the opinion of the Employer, shall disrupt the operation of the store. Upon refusal, the Employer and the employee are to agree to a personal holiday within thirty (30) days from the date of the personal holiday that the employee requested.

(c) A full-time employee who has been employed by the Employer for a period of at least six (6) months shall be entitled to her/her birthday as an addi-

tional personal holiday. The taking of such personal holiday shall be governed by the provisions set forth in Section "b" of this Article.

(d) A full-time employee shall receive eight (8) hours pay for each holiday and for each personal holiday without performing any work thereon and regardless of whether or not such holiday, named or personal, falls within such employee's work week. A part-time employee shall receive four (4) hours pay for each named holiday.

(e) An employee may be required to work on any named holiday, except that no employee shall be required to work on New Year's Day, Thanksgiving Day or Christmas Day. Holiday work shall be rotated among the employees.

(f) when any full-time employee who gets top rate in his/her classification is requested, by the employer, to work on any named holiday, except George Washington's Birthday, such employee shall receive his holiday pay plus the following rates, except as herein otherwise provided:

Classification	Rate
Meat Managers	\$30.20 per hour
Journeyman Butchers	\$27.75 per hour
Meat Wrappers, Deli Clerks, Deli Department Heads and Fish Department Heads	\$22.00 per hour

Notwithstanding any provision herein to the contrary, all full-time employees shall receive time and one-half his/her regular hourly rate of pay for hours worked in addition to holiday pay for Washington's Birthday. However, any full-time employee new to the Industry who was hired by the Employer on or after December 4, 1983, shall receive time and one-half his/her regular hourly rate of pay for hours worked in addition to holiday pay for Presidential Election Day.

Notwithstanding any provision herein to the contrary, if as of November 28, 1986, any employee who worked on a named holiday received more or less than the holiday premium set forth above, such employee shall receive the holiday premium received as of November 28, 1986, in addition to holiday pay.

(g) When any full-time employee is requested by the Employer to work on any other holiday, such employee shall receive double time, except as herein otherwise provided, his/her regular hourly rate of pay for hours worked in addition to his/her holiday pay.

When a part-time employee is requested by the Employer to work on any named holiday, such employee shall receive time and one-half his/her regular

hourly rate of pay for hours worked in addition to his holiday pay.

Notwithstanding any contrary provision, the words "hours worked" shall also include the hours referred to in the provisions that pertain to "call-in pay".

Notwithstanding any contrary provision, when any employee, full-time or part-time, is requested to work on Martin Luther King's Birthday, such employee shall receive time and one-half his/her regular hourly rate of pay for hours worked in addition to his holiday pay.

ARTICLE 8

Vacations

(a) Each full-time employee in the employ of the Employer for a period of six (6) months, but less than one (1) year, shall be entitled to receive one (1) week's vacation with pay.

(b) Each full-time employee in the employ of the Employer for one (1) year, but less than seven (7) years, shall be entitled to receive 2 weeks' vacation with pay.

(c) Each full-time employee in the employ of the Employer for seven (7) years, but less than ten (10) years, shall be entitled to receive three (3) weeks' vacation with pay.

(d) Each full-time employee in the employ of the Employer for ten (10) years or more shall be entitled to receive four (4) weeks' vacation with pay.

(e) The vacation qualifying date shall be September 30th of each year.

(f) Vacation pay shall be paid in advance on the day preceding the employee's vacation.

(g) Vacations shall be enjoyed in the summer vacation period which shall extend from May 1st through September 30th. The third and fourth weeks of vacation for employees entitled thereto need not be consecutive and may be scheduled outside of the vacation period during the calendar year, at the discretion of the Employer and with due regard to the convenience of the employee.

(h) The employer shall notify the employees at least thirty (30) days before the start of the vacation period when each employee is to take his or her vacation.

(i) Should any of the holidays, including personal holidays, recognized by this Agreement be celebrated during a vacation period, the particular employee shall be entitled to an additional day of vacation with pay.

(j) Vacation pay for full-time employees shall be computed on the basis of the employee's regular straight time weekly earnings, plus ice box and breakdown pay, plus guaranteed overtime pay for Meat Department Head.

(k) Each part-time employee regularly employed shall receive proportionate vacation with pay, based on vacation entitlement of a full-time employee, on the basis of the average number of hours per week such part-time employee has been employed in the year involved.

(l) If the employment of any employee has been terminated for any reason whatsoever, including but not limited to, voluntary termination, layoff or discharge, then the employee shall be entitled to and shall receive immediately:

(1) pay for earned but unused vacation; and

(2) pro-rata vacation pay for an employee who has worked at least six (6) months from the last date of the employee's vacation taken during the vacation period, or the last day of the employee's vacation if he/she has taken it at such other times, providing such vacation is his/her entire vacation.

(m) In the event the Employer sells or closes a store, the parties hereto agree that the employees involved shall be entitled to their pro-rata vacation pay immediately upon the sale or the closing of such store.

(n) For the purpose of this Article, a week for any employee who has been working fairly regularly on the basis of six (6) days per week the six (6) month period immediately preceding his/her vacation shall be defined as six (6) days.

(o) Vacation rights earned as provided in this Agreement shall not be divested by reason of the death of a particular employee; in such case payment shall be made as soon as practicable to the executor or administrator of such employee or to other persons pursuant to the Estates, Powers and Trusts Law.

ARTICLE 9

Seniority

(a) Seniority for full-time employees shall be continuous from the first day of hire within the bargaining unit. Seniority shall be applied upon the basis of the Employer's stores covered by this Agreement being treated as a single unit.

(b) When a full-time employee is rehired within the six (6) month period of layoff, his/her seniority rights shall be restored on the first day of the month following his/her re-employment.

(c) Any full-time employee's seniority shall be deemed terminated if he has been laid off and has failed to report for work when recalled from layoff within

seven (7) days (unless excused for a longer period by the Employer) after the Employer has deposited in the United States Mail, postate prepaid, a registered or certified letter directed to the Union and to such employee at his last known address as shown by the records of the Employer.

(d) When two (2) or more full-time employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(e) Any discharged employee, who is reinstated through the grievance arbitration procedure of this Agreement, shall have his/her seniority status made whole upon return to work.

(f) The Union may elect or appoint one (1) Shop Steward for each store from among the employees. The Employer shall be notified of the election or appointment of such Shop Stewards.

(g) In the event the Employer closes a store for a period of six (6) months or less, upon rehiring of the employees, seniority shall continue as if the establishment had not closed.

(h) Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store Unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90) consecutive calendar days from the day of layoff.

(i) In the event an employee regularly hired part-time changes his/her status to regular full-time employment, such employee shall, in addition to his/her length of full-time employment, be credited with fifty percent (50%) of his/her period of part-time employment, and his/her wages and all benefits and conditions hereunder shall be computed accordingly starting with the date of such change of status.

ARTICLE 10

Welfare and Pension Funds

A. LOCAL 174 RETAIL WELFARE FUND

The Employer agrees to contribute monthly for each of its full-time employees on the tenth (10th) day of the month following such employee's completion of the probationary period to the LOCAL 174 RETAIL WELFARE FUND (hereinafter referred to as "Welfare Fund") as follows:

Effective January 1, 1987	\$195.00 per month
Effective January 1, 1988	\$208.00 per month

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Welfare Fund for each "extra" employee for each day worked by such employee, the sum of Five Dollars (\$5.00), up to January 1, 1987 and after January 1, 1987 Six Dollars (\$6.00), not to exceed the above appropriate monthly contribution amount.

The Employer shall contribute the monthly payment for such full-time employee if such employee has worked at any time during the calendar month.

The Employer agrees to contribute monthly for each of its part-time employees on the tenth (10th) day of the month to the Welfare Fund as follows:

Effective January 1, 1987	\$21.00 per month
Effective January 1, 1988	\$30.00 per month

This contribution shall be made only for such part-time employees who have completed ninety (90) calendar days from the initial time of employment of such part-time employee.

B. LOCAL 174 RETAIL PENSION FUND

The Employer agrees to contribute monthly for each full-time employee on the tenth (10) day of the month following such employee's completion of the probationary period or after six (6) months of employment in the case of an employee new to the Industry, whichever is later, to the LOCAL 174 RETAIL PENSION FUND (hereinafter referred to as "Pension Fund") as follows:

Effective January 1, 1987	\$155.00 per month
Effective November 1, 1988	\$161.00 per month

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Pension Fund for each of its "extra" employees for each day worked the sum of Five Dollars (\$5.00), and on or after January 1, 1988, Six Dollars (\$6.00) per month, not to exceed the above appropriate monthly contribution amount.

The Employer agrees to contribute monthly for each part-time employee who has been in the employ of the Employer six (6) months from the initial date of employment, on the tenth (10th) day of the month following such employee's completion of six (6) months to the Pension Fund as follows:

Effective January 1, 1987	\$20.00 per month
Effective November 1, 1988.....	\$25.00 per month

The contributions provided for in this Section B shall be for the purpose of providing retirement benefits for eligible employees in accordance with the Pension Regulations for the Pension Fund as determined from time to time by the Trustees of the Pension Fund.

C. PROVISIONS THAT APPLY TO BOTH THE WELFARE AND PENSION FUNDS

Title to all monies paid into or due and owing to the Welfare Fund and Pension Fund shall be vested and remain exclusively in the Trustees of the appropriate fund, the parties hereto agreeing that such Trustees shall have the right, in their sole discretion, to take any action necessary to collect any contributions or monies due and owing to any one of the Funds.

In the event the Union receives notice from one or more of the Trustees that the Employer has failed to transmit in full, any sum due the Trustees for the Welfare or Pension Funds and that such failure has continued for five (5) days, the Union may direct its members to discontinue work for the Employer until all funds due from the Employer to the Welfare and/or Pension Funds have been transmitted in full. This action shall take place five (5) days after notice has been given to the Employer of this intent in writing by the Union. The Union may also require that the contribution to either or both Funds, computed on a weekly basis, shall be made weekly until further written notice from the Union. The remedy provided for herein shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union or the Trustees, anything in this Agreement to the contrary notwithstanding.

An Employer who defaults in the payment of contributions to any Fund herein shall pay, upon demand, the unpaid contributions, interest on those contributions in the amount of one and one-half percent (1½%) per month, reasonable attorney's fees, costs of the action and liquidated damages up to twenty percent (20%) of the amount due. In addition to which, the delinquent Employer shall be subject to any and all other legal or equitable relief that an arbitrator or Court, as the case may be, deems appropriate.

The Employer shall file such reports and information together with such payments as may be necessary for the proper administration of said Pension Fund or Welfare Fund, whichever is appropriate.

It is understood and agreed that the words "each day worked" shall be interpreted to mean all days on which straight time wages are paid pursuant to this Agreement, regardless of whether actual work is performed or not, including, but not limited to, holidays and vacations.

The Pension and Welfare Funds are administered and shall continue to be administered pursuant to the terms of an Agreement and Declaration of Trust, as presently provided and/or as may be hereafter amended.

The Employer shall make available to the Pension and Welfare Funds any and all pertinent records of the employees covered by the Pension and Welfare Funds that may be required in connection with the operation of the Pension and Welfare Funds and shall, from time to time, open its books and records containing wage and hour information to auditors to be designated by the Trustees of the appropriate Fund.

The parties agree that the Pension and Welfare Fund, whichever is applicable, may extend coverage to officials and employees of the Union herein, provided the Union contributes to the appropriate Fund for such officials and employees.

The Employer agrees to continue to make contributions to the Pension and Welfare Funds for not less than four (4) months on behalf of any employee of the Employer who is disabled, injured in an accident or suffering from an illness which prevents said employee from working.

Further, the Employer agrees to continue to make contributions to the Welfare Fund for not less than six (6) months on behalf of any employee of the Employer who is injured on the job while working for the Employer.

ARTICLE 11

Jury Duty

The Employer shall pay on the employee's regular pay day to each non-probationary full-time employee on jury duty, the employee's regular straight time weekly earnings, plus ice box and breakdown pay or plus guaranteed overtime for Meat Department Heads, where applicable, excluding Sunday pay. It is the purpose of this provision for the full-time employee to receive said pay less any fee the employee shall receive for attendance as a juror. Where the employee on jury duty has served five (5) days during the week or four (4) days in a holiday week, he shall not be required to work on Saturday; but if such employee does work on Saturday, such Saturday shall be paid for at the rate of time and one half of such employee's regular wage. When an employee is excused from jury duty, he shall be obliged to return to the store for his normal day's work, whenever reasonably possible. The Employer involved shall pay to the Employer, within a reasonable period after he receives it, his fee for attendance as a juror.

Jury duty shall not exceed two (2) weeks in any calendar year.

ARTICLE 12

Funeral Leave

Full-time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of the immediate family, the employee's day off not to be computed as part of funeral leave. The immediate family is defined as spouse, child, sister, brother, parent or spouse's parent.

A full-time employee shall be entitled to paid funeral leave for one (1) day to attend the funeral of a grandparent or grandchild.

ARTICLE 13

Privileges

All privileges enjoyed by the employees not specifically covered by this Agreement shall continue as heretofore and shall not be eliminated or modified by virtue of the execution of this Agreement. The rates of pay presently paid to employees shall not be reduced during the period of this Agreement, except when demoted.

It is understood and agreed that this agreement shall not, in any way, alter, change or deprive any of the employees of conditions they are now enjoying or working under which are better than those specified in this Agreement, except as specifically changed by this Agreement, and shall continue to receive such conditions during the life of this Agreement. Such conditions include and cover wages, hours, bonuses, vacations, conditions, privileges and such other benefits as any employee enjoyed prior to the signing of this Agreement, except as specifically changed by this Agreement.

ARTICLE 14

Meat Department Heads

(a) All Meat Department Heads are to be members of the Union and shall enjoy the benefits of this Agreement.

(b) The following provisions shall apply to a Meat Department Head who has been promoted from Journeyman Butcher:

If an employee has been a Meat Department Head for less than two (2) months, and the Employer is dissatisfied with the employee as a Meat Department Head, the Employer has the right to remove the employee as a Meat

Department Head. The employee, at the same time, has the option to revert back to Journeyman Butcher.

If after two (2) months such employee has been a Meat Department Head and the Employer no longer desires such employee as a Meat Department Head, such employee shall have the option of reverting back to Journeyman Butcher. If he exercises such option to revert back, his salary for the first two (2) weeks thereafter shall be that paid to him as a Meat Department Head.

Should such employee decide not to revert back to Journeyman Butcher the Employer shall pay to such employee upon termination of employment, two (2) weeks severance pay, plus any other monies as herein provided.

In the event of the reverting back by such employee to a Journeyman Butcher, and the Employer has more Journeyman Butchers than he requires, then, in that event, the Employer may lay off the Journeyman Butcher with the least amount of seniority in the store. If within five (5) months after such layoff the Employer requires additional Journeyman Butchers, the Journeyman Butcher so laid off shall be given preference in re-employment. The Employee so re-employed shall not be deemed to have lost continuity of employment.

(c) Any Meat Department Head who has been promoted from Journeyman Butcher and desires to change from Meat Department Head to Journeyman Butcher shall not be required to continue as Meat Department Head for a period longer than necessary for the Employer to secure a suitable replacement. In the event such employee feels that the Employer is taking an excessive period of time to replace him as Meat Department Head, such employee shall submit the matter to the grievance machinery as provided for in this Agreement. In the event of a voluntary change of classification from Meat Department Head to Journeyman Butcher, the employee shall not be entitled to the two (2) weeks manager's pay or two (2) weeks severance pay if such employee is laid off at the time of reversion because of seniority. If the Meat Department Head is discharged other than for just cause—drunkenness on the job, dishonesty or criminal conduct—he shall receive two (2) weeks severance pay, plus any other monies as provided by the Agreement.

(d) *Meat Department Head Not Through Promotion*—Any Meat Department Head who was not promoted through the ranks shall be on a probationary period for two (2) months from the first day of employment, during which time the Employer may discharge such employee for any reason whatsoever, except for Union activity. Thereafter, any discharge of a Meat Department Head, the Employer shall notify the Union of such intended discharge not less than five (5) working days, nor more than ten (10) working days, prior to said discharge.

If and when the Meat Department Head is discharged, such employee shall receive from the Employer at the time of termination of employment, two (2) weeks severance pay plus any other wages and vacation pay as herein provided. A Meat Department Head shall not be entitled to both severance pay and monies under the provisions of Article 3 (I).

(e) Notwithstanding any provision herein to the contrary, any Meat Department Head who is discharged for just cause—drunkenness on the job, dishonesty or criminal conduct—shall not be entitled to receive the two (2) weeks severance pay.

(f) *Relief Pay*—If and when a Journeyman Butcher replaces a Meat Department Head for more than three (3) consecutive days, inclusive of his day off, such Journeyman Butcher shall be paid for the entire period of replacement at the contract rate of such Meat Department Head.

In the event a store is sold and thereafter the Meat Department Head is demoted or terminated, the seller, for the first thirty (30) days immediately following the sale, shall be liable for the two (2) weeks' severance pay to such employee; thereafter, the buyer shall be liable.

ARTICLE 15

Successors, Assigns, Consolidation, Merger Subsidiaries, Affiliates, Parent Firms and New Partners

(a) This Agreement shall be binding upon the Employer herein and its successors and assigns, and any debtor-in-possession and any Trustee in bankruptcy, and no provision herein shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment or any other disposition of the business of the Employer herein, or by any change to any other form of business organization, or by any change in location of the Employer herein, provided it is within the Union's jurisdiction. It is the intent of the parties that this Agreement shall remain in effect for the full term thereof and that the same employees be employed regardless of any change of any kind in management, location, form of business organization or ownership.

(b) Subsidiary, affiliated or parent firms or corporations of the Employer herein shall, for the purpose of this Agreement, be deemed to be the Employer herein and bound by all the terms and conditions of this Agreement.

The arbitrator provided for herein shall have the right to determine whether an alleged subsidiary, affiliate or parent firm of the Employer is such subsid-

itary, affiliate or parent firm, and shall be guided by the proof tending to establish any mutuality or reciprocity of interest, or tending to establish a plan, scheme or device on the part of the Employer to avoid or evade the provisions of this Agreement by law or through such subsidiary, affiliate or parent firm.

(c) This Agreement is assignable and the rights herein shall pass to a successor or assignee of either of the parties hereto, including any organization with which either party may be merged.

(d) The Employer agrees that it will not conclude any of the aforementioned transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business or occupying any location of the Employer in a type of business whose employees fall within the Union jurisdiction.

(e) No Employer herein shall enter into partnership or consolidate or merge with another person, firm or concern unless and until written notice thereof is sent to the Union and proof is established to the Union's satisfaction that such proposed partnership, consolidation or merger is being made in good faith. The Employer shall submit to the Union whatever evidence of good faith the Union should request. As an evidence of good faith, the new firm shall assume all accrued obligations to the employees of the constituent concerns and to the Welfare and Pension Funds. Upon the formation of such a partnership, or upon consolidation or merger, such new firm shall give preference in employment to the employees of the absorbed firm over all other employees, except those then employed in the location which continues to be operated by the surviving firm.

(f) No more than two (2) partners or stockholders of a corporation shall do butcher work in a shop.

Where partners or stockholders own, operate and control more than one (1) shop, they are prohibited and agree, not to perform any butcher work, except in a single shop the Employer selects at the time of signing of this Agreement.

(g) No partner or stockholder shall displace or replace any employee. The number of employees employed in the shop shall not be reduced because of a partner or stockholder working in the shop.

ARTICLE 16

Bulletin Boards and Notices

The union shall share existing store bulletin boards for the use of regular Union notices.

The Employer shall advise the Union in advance of the distribution of any notices to be given to its employees with reference to layoffs or changes in any working conditions of the employees covered by this Agreement by the Employer.

ARTICLE 17

Safety and General Welfare

The Employer shall make reasonable provisions for the health and safety of its employees in his establishment and to keep his establishment in such a condition so as to prevent any and all accidents.

There shall be, established and maintained, a labor-management committee consisting of six (6) members, three (3) to be appointed by the Union and three (3) by the Employers. The purpose of said committee is to discuss matters that may be of mutual interest to the Employer and to the Union.

ARTICLE 18

Laundry and Supplies

(a) The Employer agrees to furnish and launder, without cost to the employee, any special wearing apparel that the employee may be required to wear, such as coats, aprons and smocks.

(b) The Employer further agrees to furnish and service such tools, without cost to the employee, as are necessary in the course of employment.

ARTICLE 19

No Individual Contracts

The Employer agrees not to enter into any individual contract with any of its employees.

ARTICLE 20

Official Visits

The Employer agrees that at any time during business hours, any officer, representative or delegate from the Union bearing the proper credentials of the Union, shall have the right to visit the Employer's establishment and that they

will be allowed to do so without hindrance or molestation, provided there is no interference with the Employer's operation. such visits shall be for the purpose of ascertaining whether or not this Agreement is being complied with and for the adjustment of grievances.

ARTICLE 21

Lay-Off or Transfer

There shall be no transfer of any Shop Steward without prior discussion with the Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.

The Employer may make temporary transfer, except that any temporary transfer shall be agreed to by the employee and the Employer.

In the event the Employer desires to lay off any employee, or permanently transfers any employee to another store of the Employer, or terminate any employee, except as herein otherwise provided, the Employer shall communicate such desire in writing to the Union. The business agent of the Union assigned to the territory wherein the store involved is located shall confer with the Employer.

If no agreement is reached after such conference, the Employer may then send a letter—registered or certified mail—return receipt requested to the Secretary/Treasurer or President of the Union, detailing his reasons for such desire.

The matter shall then be referred to the Notice Board of the Union. The Notice Board shall meet within two (2) weeks after the Employer's request for lay-off, permanent transfer or termination of any employee. The Notice Board shall render a decision within seven (7) working days after it has met.

Prior to the Notice Board's meeting, the Employer shall be informed by the Union of the time and place of the Notice Board meeting that will act upon his request. The Employer, at his option, may attend such meeting of the Notice Board only for the purpose of presenting his reasons for his request and to be questioned thereon.

The Notice Board shall, within the period specified above, grant or deny such request. The Employer shall be notified in writing of the action of the Notice Board.

If the Notice Board denies the Employer's request or fails to act thereon for seven (7) working days after the Notice Board has considered the matter, the

Employer may then, within fourteen (14) days after said seven (7) day period or from the date of the mailing of such denial, request arbitration, as herein provided. For guidance of the Arbitrator, no employee may be discharged, except for just cause, and in determining whether or not a lay off is proper, the arbitrator shall inquire into or give weight to a continuous reduction of business and/or lack of work.

If a request for the layoff of any employee is granted and thereafter, within five (5) months after such layoff, the Employer requires additional employees for the stores where the lay off occurred, then and in that event, the employees so laid off shall be given preference in employment in conformity with their seniority. The employees so re-employed, shall not be deemed to have lost their continuity of employment.

ARTICLE 22

Arbitration

All complaints, disputes or grievances arising between the parties hereto relating to, or in connection with, or involving, questions of interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, shall be taken up in the following manner:

1. Between the Shop Steward and Union Representative and the Employer.
2. If the matter involved is of a general nature, then step number one is not required, and the matter shall be taken up by the Union Representative and the Employer.
3. If a satisfactory solution is not thereby reached, either party may submit the matter for arbitration to the arbitrator appointed from the Panel of six (6) arbitrators listed in Schedule "B" of the Agreement. (To submit a matter to arbitration, a letter, certified mail, return receipt requested, shall be sent to the Union to the attention of the President.) Said arbitrators shall serve on the panel until all disputes under this Agreement are disposed of. The arbitrators shall have jurisdiction over all matters referred to herein, except as to those matters that pertain only to language interpretation of this Agreement. Each arbitrator shall be appointed in strict rotation order. An arbitrator may hear or start one or more cases in one day, except in any case, other than default in fund contributions, the arbitrator shall not hear or start more than one case in one day involving the same employer. If an arbitrator so appointed is unable to hold a hearing in a particular case for any reason *within one month* from the date of

appointment, the arbitrator next in rotation shall be appointed, and so on. Should none of the Panel Arbitrators be available with the said one-month period, then the parties agree that either party may apply to the American Arbitration Association for expedited arbitration, pursuant to the rules of the Association then prevailing, unless the parties agree to a later hearing date before a panel arbitrator. If a vacancy(ies) occurs in the panel of arbitrators, then the principal officer of the Union and a representative of the Association shall designate an arbitrator(s) to full the vacancy(ies).

Notwithstanding any contrary provision herein, matters involving non-payment of pension and/welfare fund contributions shall be submitted either to George Sabatella or William Glinsman. If Arbitrator Sabatella or Arbitrator Glinsman is not available, then such matters shall be submitted to any panel arbitrator.

Notwithstanding any contrary provision herein, with reference to any dispute between the Union and the Employer involving language interpretation of this Agreement, such dispute shall be submitted to the American Arbitration Association, pursuant to its rules then prevailing.

Until the panel of arbitrators is established, any and all matters for arbitration shall be submitted, as heretofore, to the New York State Mediation Board.

(4) The decision of the Arbitrator shall be final and binding upon all parties.

The administrative costs of arbitration, including the Arbitrator's fees and expenses, are to be shared equally by the Employer and the Union. All other costs of arbitration shall be borne by the party who incurred such cost.

This Agreement shall confer no individual rights on any employee, and may be enforced only by the Union on the one hand and the Employer on the other. Any agreement between the Union on the one hand and the Employer on the other shall be binding upon the employees involved.

ARTICLE 23

Leave of Absence

(a) *National Guard Service and Reserves*

(1) Any full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) week leave of absence (subject to extension in exceptional cases) without pay, such leave to be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

(2) Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

(3) All notices for any military leave of absence must be submitted in writing to the Employer.

(b) Military Service

When a full-time employee is called into service, he shall be paid his normal vacation pay at the time of induction. Upon return, he shall be entitled to vacation rights and rates of pay in accordance with the veteran's re-employment rights. Upon return, the employee will be granted all general increases.

If a full-time employee in the employ of the Employer for a period of twelve (12) months of continuous service, volunteers, or is drafted into Military Service, he shall receive one (1) extra week's pay as severance pay upon leaving his place of employment.

(c) Union Officers

Employees elected or appointed to full-time Union office shall be granted leave of absence without loss of seniority, but without accumulating seniority during the period of the leave of absence.

(d) During Leave of Absence

The Employer shall not be obligated to make any payments to the Welfare and Pension Funds on behalf of any employee on leave of absence. The employee should visit the office of the Welfare and Pension Fund for the purpose of taking steps to safeguard such employee's fringe benefits.

ARTICLE 24

Strikes and Lockouts

During the term of this Agreement there shall be no lockouts or strikes, except as herein otherwise provided.

In the event the Employer does not pay wages when due, or refuses to submit to arbitration herein, or to abide by, or perform, the decision of the arbitrator herein provided for, and persists in such conduct after notice from the Union, then and in that event, the Union shall have a right to declare a stoppage and the Union, its officers, representatives and/or agents, shall not be liable for any damages that may result from such action. Except as to non-payment of wages, the Union shall not declare such stoppage unless and until it notifies, in writing, the Employer at least five (5) days in advance of such action.

In the event of an unauthorized strike, the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceable in accordance with procedure set up herein. In such cases, the Employer may impose disciplinary measure upon or discharge the employees involved, in accordance with and subject to the grievance and arbitration provision of this Agreement.

In no event shall the Union officers, representatives and/or agents be liable for any damages that may result from any alleged breach of this Agreement.

It is understood and agreed that in the event of a strike by a Union having contractual relations with the Employer, other than the Union, which strike is legal and is sanctioned by such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE 25

Packaging and Selling of Fresh Meat

It is agreed that only employees in the Meat Department shall handle fresh meat.

Fresh meat shall be defined as follows: Fresh Pork, Veal, Lamb, Beef, Poultry, excluding Chill-Packed Poultry. Items customarily sold in the Meat Department as of December 1, 1977 in a frozen or thawed state may be brought into the store for sale only if such products are handled by the employees in the Meat Department.

It is further agreed that the Employer shall inform, in writing, the President or Secretary/Treasurer of the Union on at least one (1) month's notice of any new meat products or equipment being introduced into its store(s). After such notification, employees covered by this Agreement shall handle or process such product(s) or use such equipment.

The Employer agrees that there shall be no lay off of any full-time employee on the payroll covered by this Agreement as of December 1, 1986 who had been hired prior to December 1, 1977 solely due to the introduction of pre-packaged and/or pre-priced merchandise or new equipment during the term of this Agreement.

ARTICLE 26

Injury on the Job and Disability

Where a full-time employee who has been employed by the Employer for six (6) consecutive months or more is hurt on the job or becomes sick or disabled, such employee shall have the job available for six (6) months after the accident occurred, or after such employee becomes sick or disabled if such employee is compelled to leave the job because of such injury, sickness or disability.

Where an employee is injured on the job, or becomes sick or disabled, and such employee was employed for five (5) years or more prior to such injury, sickness or disability, such employee shall have the job available for one (1) year after such injury, sickness or disability, if such employee was compelled to leave the job because of such injury, sickness or disability.

ARTICLE 27

Sick Leave With Pay

(a) Any employee with at least six (6) months employment with the Employer shall be entitled to ten (10) days sick leave with pay during such sick leave year.

The "sick leave year" shall be defined as being from October 1st through September 30th.

(b) All such sick leave days shall be taken as needed during the employment year.

(c) Any absence due to sickness may, at the discretion of the Employer, require a doctor's certificate, except absence of less than (3) consecutive days, inclusive of day off.

(d) Sick leave shall not be cumulative.

(e) At the end of each twelve (12) month period of employment, as referred to in subsection "a" of this Article 27, each employee shall be entitled to pay from the Employer at the then current rate of pay for the days of sick leave to which the employee is entitled and which is unused. Payment for such unused sick leave days shall be made on or before November 1st.

(f) Paid sick leave shall be paid to the employee by the Employer on the payroll day immediately following the taking of a sick leave by the employee or, at the option of the employee, on the payroll day immediately following the employee's return to employment from a sick leave.

(g) Any employee with at least six (6) months of service, but less than twelve (12) months of service, shall receive sick leave pay for that period of employment on a pro rata basis.

(h) Any employee who is laid off or discharged, except for summary discharge, shall be entitled to sick pay upon such layoff or discharge on a pro rata basis.

(i) Each part-time employee with at least one (1) year of continuous service with the Employer, during each sick leave year, that is from October 1st through September 30th of the appropriate year, shall be entitled to three (3) days' sick leave with pay. This sick leave shall not be cumulative and shall not be reimbursable if not taken. Payment for each such sick leave day shall be four (4) hours.

ARTICLE 28

Disability Benefits

The Employer shall provide, for the employees employed by the Employer, disability benefits as provided by the disability benefits law of the State of New York. The Employer shall pay the full cost of such disability benefits without any contribution by the employee.

ARTICLE 29

Unloading of Trucks

If the Union claims that the unloading of a truck for the purpose of putting meat and other items from the truck into the icebox is an undue hardship for any employee, and if an agreement is not reached between the Employer and the Union with reference to the handling of this situation, then and in that event, the Union may treat this matter as a grievance to be settled pursuant to the grievance and arbitration procedure herein provided.

ARTICLE 30

Scheduling of Hours

(a) The written schedule of hours, except in an emergency, for all employees, including Sunday work, shall be posted in ink, in a conspicuous place not later than Friday noon for the following work week. Once posted, this schedule shall not be changed, except in an emergency.

(b) An employee, if requested by the Employer, shall work on Sunday provided the Employer schedules the employee to work as provided for in this Article, and further provided that the Employer rotates the Sunday work.

(c) No employee shall be required to work on Sunday if the employee can prove religious motive for not working.

ARTICLE 31

Separability

Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that, in the event that any clause or clauses shall be in violation of any law, then and in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and unenforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 32

No Oral or Implied Agreement

This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly and expressly sets forth such agreement or promise.

Whenever used herein and required by the context, the singular shall include the plural, and the plural the singular. The use of the male gender shall include the female gender and the use of the female gender shall include the male gender.

ARTICLE 33

Party in Interest

It is mutually agreed that the Union is the real party in interest under the terms of this Agreement with respect to the proper enforcement of any of its

provisions, and no individual member of the Union may take any action with reference to any subject matter covered by this Agreement without the consent of the Union. No member of the Union shall have the right to institute any legal proceedings in any court or before any administrative tribunal against an employer on account of any matter directly or indirectly arising out of this Agreement or for the alleged breach thereof, without the written consent of the Union.

ARTICLE 34

Lie Detector Test

The Employer shall not require any employee to submit to any lie detector test.

The use of a lie detector in pre-employment is prohibited.

ARTICLE 35

Duration

This Agreement shall be effective as of the 14th day of December, 1986 and shall terminate December 17, 1988.

The parties agree to meet at least thirty (30) days prior to the expiration of this Agreement for the purpose of discussing the Agreement to be in effect after the termination date hereof.

Either party to this Agreement, to terminate or modify the Agreement, shall serve written notice upon the other party to the contract of the proposed termination or modification at least sixty (60) days prior to the termination date or any date thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

(Name of Employer)

LOCAL 174, chartered by the
UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL
UNION, AFL-CIO

By _____
Authorized Signature

By _____
President or Secretary/Treasurer

Print name of signature _____

Home address _____

SCHEDULE "A"

Schedule of Wages

1. The minimum basic hiring rates for Meat Department Heads shall be as follows:

Effective as of November 30, 1986 \$634.00 per week

Effective as of November 29, 1987 \$654.00 per week

2. The minimum basic hiring rates for Journeyman Butchers shall be as follows:

Effective as of November 30, 1986 \$580.00 per week

Effective as of November 29, 1987 \$600.00 per week

3. The minimum basic wage rates for full-time Meat Wrappers, Deli Clerks, Deli Department Heads and Fish Department Heads, who have at least thirty six months' experience in the Industry shall be as follows:

Effective as of November 30, 1986 \$460.00 per week

Effective as of November 29, 1987 \$480.00 per week

4. Any shop that handles hanging meat and wherein five (5) or more employees are employed shall have at least one (1) employee assigned as an ice box or breakdown employee. Any other employee who may be assigned to ice box work for four (4) hours per day or more shall receive a premium of Two Dollars (\$2.00) per day. Ice box and breakdown employees shall receive a premium of Ten Dollars (\$10.00) per week. Any employee who, on or before November 30, 1977, received premium pay as an ice box or breakdown employee, shall continue to receive premium pay.

5. The employees on the wage progression schedule that was in effect in the agreement immediately prior to this agreement shall continue in effect for those employees hired prior to December 4, 1983. Any employee who has completed the thirty-six (36) months progression schedule shall be paid the applicable scale.

The following wage progression schedules shall apply to the classifications indicated and to all progression employees hired on or after December 4, 1983. Any such employee who has completed thirty-six (36) months employment with the Employer shall be paid, upon such completion, at least the weekly minimum rate applicable at the time for classification involved, less \$30.00 per week.

Full-Time Meat Wrappers, Deli & Fish Clerks

	Effective 11/30/86	Effective 11/29/87
Starting Weekly Wages	\$195.00	\$215.00
After six (6) months	\$20.00	\$20.00
After six (6) months	\$20.00	\$20.00
After six (6) months	\$20.00	\$20.00
After six (6) months	\$35.00	\$35.00
After six (6) months	\$35.00	\$35.00

Apprentices to Journeyman Butchers

	Effective 11/30/86	Effective 11/29/87
Starting Weekly Wages	\$225.00	\$235.00
After six (6) months	\$25.00	\$25.00
After six (6) months	\$25.00	\$25.00
After six (6) months	\$50.00	\$50.00
After six (6) months	\$50.00	\$50.00
After six (6) months	\$50.00	\$50.00

Part-Time Employees (Meat Wrappers, Deli & Fish Clerks) Hourly

	Effective 11/30/87
Starting Hourly Rate	\$4.70
After six (6) months	.20
After six (6) months	.20
After six (6) months	.20
After six (6) months	.20
After six (6) months	.20
After six (6) months	.20

(a) The daily rate for a Journeyman Butcher shall be as follows:

Effective November 30, 1986	\$96.00 per day
Effective November 29, 1987	\$100.00 per day

(b) The daily rate for Meat Wrappers shall be as follows:

Effective November 30, 1986	\$80.00 per day
Effective November 29, 1987	\$84.00 per day

These rates apply only to temporary employees. Temporary employees are those who shall only be employed for two (2) consecutive days. If employed beyond such two (2) days, the prevailing applicable weekly rate shall apply from the first day of such employment.

SCHEDULE "B"

Panel Arbitrators Referred to in Article 22

GEORGE SABATELLA

HOMER LaRUE

WILLIAM J. GLINSMAN

WALTER L. EISENBERG

HERBERT L. HABER

GEORGE NICOLAU

1986-1988



U.F.C.W.

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